



## CONTINGENCY FEE AGREEMENT

This Contingency Fee Agreement ("Agreement") sets forth the essential terms under which Wallace & Graham, P.A., Rhine Law Firm, P.C., and Sokolove Law, LLC ("Attorneys") will investigate and provide legal services to Craig Smith, (the "Client") with respect to claims against persons and/or entities relating to injuries sustained with regards to water contamination at Camp Lejeune, Jacksonville, Onslow County, North Carolina.

**NO FEE UNLESS WE RECOVER FOR YOU.** Given the complexities of the litigation and the association of one or more co-counsel, Client agrees to pay Attorneys a fee of 33.33% of amounts recovered or such other amount if required by law, but no more than 33.33%. The attorneys' fees will be divided amongst the firms as follows: 72% to Wallace & Graham, P.A., 20% to Sokolove Law, and 8% to Rhine Law Firm, P.C. Attorney fees are calculated on the total gross recovery before reduction of costs and before payment of any medical provider, insurance company or other third-party lien or third-party claim for reimbursement of medical expenses, etc. The term "recovery" will include the present value of any future monetary payments such as those in a structured settlement. **IN THE EVENT THERE IS NO RECOVERY, THERE IS NO FEE.** If Client discharges Attorneys for any reason, Client agrees Attorneys will be entitled to a fee based upon a quantum meruit calculation and based upon the reasonable value of the services provided.

**Associated Counsel:** Attorneys may associate counsel from other firms in connection with the prosecution of Client's claim, upon Client's agreement to the arrangements with associated counsel and any fee arrangements or fee division with any associated counsel. **Client will pay no more in fees with the inclusion of associated counsel than Client would pay pursuant to this Agreement if Attorneys solely represented Client.** However, Client agrees to pay costs reasonably incurred by associated counsel on Client's behalf in the same manner and to the same extent Client has agreed to reimburse Attorney's costs. Association of counsel will be in compliance with the North Carolina Rules of Professional Responsibility.

**Litigation Costs and Expenses:** Attorneys are authorized to incur reasonable costs and expenses in performing legal services under this Agreement. Client agrees to pay for such costs and expenses in addition to the contingency fee. Attorneys shall advance such costs and expenses on Client's behalf. Attorneys may incur expenses on behalf of multiple clients in connection with their individual matters but only after receiving the consent of Client to represent multiple clients ("Common Benefit Expenses"). Where a determination can be made of a specific allocation of such Common Benefit Expenses, Attorneys will apportion such expenses in accordance with such allocation among the respective clients. Where such an allocation cannot reasonably be made, Attorney will divide Common Benefit Expenses equally among all the clients on whose behalf such expenses were incurred.

**NO COSTS UNLESS WE RECOVER FOR YOU.** Attorneys will advance all costs as are reasonable to prosecute Client's case, including but not limited to, all discovery or court costs, the cost of investigation, records, copies, telephone calls, postage, expert fees and costs, transcripts, travel expenses, lien resolution services, and other expenses necessary to perform legal services for Client. Client further agrees that these costs shall include any interest and loan fees incurred by the Attorneys in connection with borrowing funds necessary to advance these costs. If a recovery is made, Client will be responsible for all costs incurred and Client will be provided an itemized cost report to review. In no event will Client's obligation to pay costs exceed the gross recovery amount. **IN THE EVENT THERE IS NO RECOVERY, THERE IS NO OBLIGATION TO PAY COSTS.**

Attorneys will determine whether Client can reasonably prove claims against a viable Defendant in court. Client agrees to fully cooperate with Attorneys and to be completely candid about the facts and circumstances surrounding the pertinent events and injuries/damages. If at any time Attorneys determines that Client's case cannot be continued in good faith, or that it is not feasible or practicable to prosecute Client's case, Attorneys may withdraw from further representation.

Entities who pay medical expenses, such as Client's health insurance carrier, Medicare, Medicaid, SHEP, TRICARE, Veterans Administration and other insurance companies often claim a lien and/or right to reimbursement for medical expenses incurred in treating Client's injuries. Medical providers often assert liens for their invoices. If this matter arises out of a workplace injury where claims will be made against a third-party defendant, then, Client's employer and its workers compensation carrier likely will claim a lien for reimbursement of amounts they paid. It is Client's obligation to repay part or all of those amounts to the party who paid the medical expenses and, depending on the type of lien, these amounts may have to be paid out of Client's settlement proceeds. In other instances, a claim for reimbursement may not need to be satisfied from settlement proceeds, but Client shall remain obligated for the same and can be sued by the third-party to collect these sums. If a dispute arises about the amount to be repaid, Client agrees to allow Attorneys to hold the maximum amount being claimed in Attorneys' trust account until such dispute has been resolved.

Client empowers Attorneys to take all steps in said matter deemed by Attorneys to be advisable, including, but not limited to, effectuating a compromise, instituting legal proceedings and taking any other appropriate steps. Attorneys will obtain Client's consent (which may be verbal) before any final settlement is made.

Client hereby grants Attorneys power-of-attorney to execute any and all documents associated with the claim for which Attorneys are retained including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals, orders, and any and all other documents which Client could properly execute.

Attorneys agrees to maintain its electronic file (including materials gathered by Attorneys) on this matter for at least six (6) years following its conclusion. Because of inadequate storage space and the costs associated with storing hard copies of documents, Attorneys will not retain hard copies of documents.

Attorneys shall share fees and expenses in a manner that is proportional to the services each firm renders in representing Client in this litigation.

Each party may sign a separate counterpart of this Agreement. All such counterparts, taken together, will constitute one and the same instrument.

I have read and understand this Agreement, have received a copy, and agree to its terms.

Date Sign Name

Print Name

WALLACE & GRAHAM, PA

\_\_\_\_\_  
Date By: Mona Lisa Wallace  
Mona Lisa Wallace, Esq.  
Bill Graham, Esq.  
Whitney Wallace Williams, Esq.  
Mark P. Doby, Esq.

RHINE LAW FIRM, P.C.

\_\_\_\_\_  
Date By: Joel R. Rhine  
Joel R. Rhine, Esq.

**WALLACE and GRAHAM, P.A.  
ATTORNEYS AT LAW**

525 NORTH MAIN STREET  
SALISBURY, NORTH CAROLINA 28144  
1-800-849-5291  
[www.wallacegraham.com](http://www.wallacegraham.com)

**RHINE LAW FIRM, P.C.**

1612 MILITARY CUTOFF ROAD, STE 300  
WILMINGTON, NORTH CAROLINA 28403  
1-910-629-5046  
[www.carolinaaccidentattorneys.com](http://www.carolinaaccidentattorneys.com)

**AUTHORITY TO FILE AN ADMINISTRATIVE CLAIM AND/OR OPEN AN ESTATE**

The undersigned hereby grants **Wallace and Graham, P.A. / Rhine Law Firm, P.C.** full authority to file an administrative claim arising from his/her exposure at Camp Lejeune. This includes but is not limited to filing an Administrative Form 95<sup>1</sup> or sufficient, equivalent notice related to the *Camp Lejeune Justice Act*.

If the claimant is deceased or is under conservatorship/power of attorney, the undersigned hereby grants Wallace and Graham, P.A. / Rhine Law Firm, P.C. full authority to take all necessary actions for the purposes of prosecuting any and all claims against the Government under *The Camp Lejeune Justice Act*.<sup>2</sup>

It is understood that if the undersigned changes residences, addresses and/or contact information, that he/she will notify Wallace and Graham, P.A. / Rhine Law Firm, P.C. or else all such attorneys or firms shall be absolved from further prosecution of his/her case.

Name (Printed)

Name (Signature)

Date

---

<sup>1</sup> A Form 95 is used to present claims against the United States for property damage, personal injury, or death; however, there may be a different form, or no form, required under the *Camp Lejeune Justice Act*.

<sup>2</sup> If you meet the requirements to file a claim under The Camp Lejeune Justice Act, then you may also be qualified to file a claim in the United States District Court.

## **MEDICAL AUTHORIZATION | HIPAA RELEASE**

**NAME:**

**DOB:**

**SSN:**

**ADDRESS:**

I hereby authorize and request \_\_\_\_\_, by whom or in which I may have received treatment for illness/injury or to whom I may have supplied information, to furnish to my attorneys at the law firm of WALLACE & GRAHAM, P.A., 525 North Main Street, Salisbury, North Carolina 28144 and RHINE LAW FIRM, 1612 Military Cutoff Road, Suite 300, Wilmington, NC 28403, to include the attorneys or paralegals in both law firms to supply said representative with any and all documents that refer or relate to me, my treatment and/or my condition, including but not limited to reports and a history of my case, **any tissue samples, biopsies, x-rays, CT Scans, radiology reports, office notes, nurses' notes, admission history, physical, discharge summary, consultation reports, operative and/or pathology/cytology reports and/or results, EKG, lab reports, and incident reports.** I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would no longer be protected by federal privacy regulations. The use or disclosure of this information is for attorney/legal purposes. I may revoke this authorization by notifying Wallace and Graham, P.A. or Rhine Law Firm in writing of my desire to revoke it. I understand that my ability to obtain treatment, payment of medical expenses, enrollment in health plans or eligibility of benefits will not be affected if I do not sign this form. This authorization shall expire 30 days after the final settlement of all cases handled on my behalf by the aforementioned law firms.

\*Records can be emailed directly to [mrabon@wallacegraham.com](mailto:mrabon@wallacegraham.com) to expedite. **Please do not fax.**

**Dates of Service:** \_\_\_\_\_

- Hospital charts, history, physical, discharge summary, and operative report(s)
- Admission History and Questionnaire(s)
- Consultation Reports including independent medical examinations
- X-ray, CT scan and/or radiology reports
- Pulmonary Function Reports
- Operative and/or pathology/cytology reports and/or results

A PHOTOSTATIC COPY OF THIS AUTHORIZATION SHALL BE CONSIDERED AS EFFECTIVE AND VALID AS THE ORIGINAL.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

**Signature:**  
**Name:**

## **Additional Claim Information**

---

Please provide the information below. This information allows us to evaluate your potential claim.

**A. Injured – Full Name:**

Street Address:

City:

State:

Zip:

Phone Number:

Email:

Social Security Number:

Marital Status:

If married, Spouse's Name:

**B. Emergency Contact – Full Name:**

Full Address:

Phone:

Email:

Relationship to Injured:

**C. Health care facilities and/or physicians related to your potential claim**

Facility/Physician Name:

Address:

Date(s) of Visit:

Reason for Visit:

Facility/Physician Name:

Address:

Date(s) of Visit:

Reason for Visit:

**D. Pharmacies related to your potential claim**

Pharmacy Name:

Address:

Prescription/Medication Name:

Pharmacy Name:

Address:

Prescription/Medication Name:

MPREV092021